



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS           §  
                                      §  
COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

**AMENDMENT TO OIL AND GAS LEASE (No Surface Use)**

Reference is hereby made to that certain Oil and Gas Lease (No Surface Use), dated effective August 1, 2007, by and between **BRITE DIVINITY SCHOOL**, whose address is TCU Box 298130, S. University Drive, Fort Worth, Texas 76129 ("**Lessor**"), and **FOUR SEVENS RESOURCES CO., LTD.**, whose address is 1090 Fort Worth Club Building, 777 Taylor Street, Fort Worth, Texas 76102 ("**Four Sevens**"), and to a memorandum of the same date which was recorded in the Tarrant County Deed Records at Document Number D207282726 (the "**Lease**").

WHEREAS **Four Sevens'** interest in the Lease was assigned to **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company ("**Chesapeake**") by that certain Assignment, Bill of Sale and Conveyance, dated effective the 27th day of September, 2007, recorded as Document No. D207356777 in the Official Public Records of Tarrant County, Texas; and

WHEREAS **Chesapeake**, as the current Lessee under the Lease, and Lessor, desire to execute this Amendment to the Lease (the "**Lease Amendment**");

NOW, THEREFORE, **Chesapeake**, as the current Lessee under the Lease, and Lessor, for good and valuable consideration and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. Paragraph 2 of the Lease is amended to increase the Primary Term from "eighteen (18) months" to "thirty (30) months." All other terms of this paragraph remain the same.

2. Paragraph 6 of the Lease is hereby **deleted** in its entirety and **replaced** by the following new paragraph 6:

"6. **POOLING.** Lessee shall pool all, and not part of, the Leased Premises with that portion of the Texas Christian University campus depicted to be included within the "Horned Frog Unit" on Exhibit "B" hereto, into a pooled unit no larger than five-hundred and twenty-three (523) acres in size (the "**Horned Frog Unit**"). The "Steel Unit" for purposes of this lease shall not include the Leased Premises, but shall include that portion of the Texas Christian University campus depicted to be included within the "Structural Steel Unit" on

Exhibit "B" hereto (the "Steel Unit"). No other pooling of the Leased Premises shall take place without the prior written consent of Lessor, which may be withheld, conditioned and/or delayed in the sole discretion of Lessor. Lessee shall execute an instrument identifying the Horned Frog Unit, and file it for record in the public office in which this lease is recorded prior to the commencement of drilling operations. For the purpose of computing the royalties to which owners of royalties and payments out of production shall be entitled on production of oil and gas from any pooled unit, there shall be allocated to that portion of the Leased Premises included in said unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that pro rata portion of the oil and gas produced from the pooled unit which the number of surface acres of the Leased Premises included in the pooled unit bears to the total number of surface acres included in the pooled unit. Such allocation shall be on an acreage basis—that is to say, there shall be allocated to the pooled unit (or to each separate tract within the unit) that pro rata portion of all of the oil and gas, or either of them, produced from the pooled unit which the number of surface acres covered by this lease (or in such separate tract) and included in the pooled unit bears to the total number of acres in the pooled unit. Pooling hereunder shall not constitute a cross-conveyance of interests. In the event this lease, or any part thereof, covers separate tracts, no communitization of royalty interests as between any such tracts is intended or shall result from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right and authority to pool or unitize the Leased Premises as provided in the pooling or other such provisions contained in this lease. As used in this paragraph, the term "separate tract" means any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Leased Premises. At any time while this lease is in force, Lessee may not reduce Lessor's royalty interest in a pooled unit without Lessor's prior written consent, which may be withheld, conditioned and/or delayed in Lessor's sole discretion."

4. The words "or any adjacent property" in line 18 of Paragraph "9. INDEMNITY" of the Lease are hereby **deleted** and **replaced** with the following: "lands pooled therewith or lands utilized for any such pooled unit operations."

5. Paragraph "11. INSURANCE" of the Lease is hereby **deleted** in its entirety and **replaced** by the following new paragraph 11:

11. INSURANCE. Lessee, at its own expense, shall maintain a general liability insurance policy (covering both bodily injury, property damage, cleanup, surface remediation, blowout and loss of well coverage and covering Lessee's indemnity obligations under this lease) in an amount of at least \$5,000,000 combined single limit. Lessee shall also, at its own expense, carry worker's compensation insurance as required by law. Said policies shall (i) name Lessor as an additional insured (except for the worker's compensation policy, which instead shall include a waiver of subrogation endorsement in favor of Lessor), and (ii) provide that said insurance shall not be canceled unless thirty

(30) days prior written notice shall have been given to Lessor.”

6. Lessor and Lessee agree to add the following new paragraphs to the Lease:

“29. NO COMPRESSORS. Lessee shall not locate any compressors for the compression of gas within three thousand feet (3,000’) of the Leased Premises, without the prior written consent of Lessor which may be withheld, conditioned or delayed in the sole discretion of Lessor.”

“30. CONTINUOUS DEVELOPMENT.

(a) At the end of the Primary Term, this Lease shall terminate as to all of the Leased Premises unless Lessee has commenced drilling operations on a horizontal well within the “Horned Frog Unit” (as defined above) and/or the “Steel Unit” (as defined above). Thereafter, this Lease shall continue in force and effect as to all of the Leased Premises until Lessee allows more than one-hundred and twenty (120) days to elapse between the completion of a well and the commencement of drilling operations on the next well within the Horned Frog Unit or the Steel Unit (the “**Continuous Development Period**”). The Continuous Development Period shall be shared between the Horned Frog Unit and the Steel Unit, so that any well drilled in one unit shall be deemed to maintain the Continuous Development Period for both units. In the event a well is completed prior to the end of the Primary Term, the one hundred and twenty (120) days of the Continuous Development Period shall run from the end of the Primary Term instead of the completion of such well.

(b) For purposes of the calculation of the Continuous Development Period above, drilling operations shall be deemed to have “commenced” when a drilling rig capable of drilling a horizontal well within the Barnett Shale formation has been moved to the well location, and the “completion” of a well shall be the date of release of the drilling rig.

(c) In the event that Lessee fails to drill and complete at least one (1) horizontal well in the Horned Frog Unit (with a portion of the perforated well bore located within three hundred and thirty feet (330’) of the Leased Premises) prior to the end of the Continuous Development Period, then Lessor shall have the right, but not the obligation, to require Lessee to release all, or a portion of, the Leased Premises from this lease and the Horned Frog Unit; Lessor’s right to release acreage from this lease may be exercised at any time, and from time to time, within one (1) year after the end of the Continuous Development Period. Lessor shall exercise such right by sending written notice to Lessee, and Lessee shall have no more than thirty (30) days to release such acreage from the Horned Frog Unit and the Lease in a recordable instrument reasonably acceptable to Lessor.

(d) After the completion of the Continuous Development Period within the Horned Frog Unit, this Lease shall: (i) remain in force and effect as to all of the Leased Premises included within the Horned Frog Unit (subject to the potential reduction set out in subparagraph (c) above) for so long as oil or gas are produced from the unit in paying quantities; and (ii) terminate as to all depths underlying the Leased Premises within the Horned Frog Unit that lie one hundred feet (100') below the Barnett Shale formation. If at any time thereafter, production in paying quantities should cease from all wells within the Horned Frog Unit, this lease shall not terminate as to that portion of the Leased Premises then included within the Horned Frog Unit if drilling or reworking operations are commenced within the Horned Frog Unit within ninety (90) days after such cessation of production; and if such drilling or reworking operations are so commenced, this lease will remain in effect as to the Leased Premises included within such Horned Frog Unit for as long as such drilling or reworking operations continue with no cessation of more than sixty (60) consecutive days, and if production of oil or gas is restored on the Horned Frog Unit, for as long as such production continues in paying quantities."

7. Exhibit "B" attached hereto is hereby added to the Lease as Exhibit "B."

8. In the event of a conflict between the terms and provisions of this Lease Amendment and the terms and provisions of the Lease, the terms and conditions of this Lease Amendment shall prevail as to the extent of such conflict.

9. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

10. This Lease Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. Furthermore, Lessor and Lessee do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

*[remainder of page intentionally left blank]*

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is August 1, 2007.

**LESSOR:**

**BRITE DIVINITY SCHOOL**

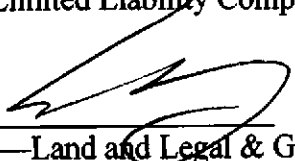
By: Alisa Cody

Its: VICE PRESIDENT OF BUSINESS & FINANCE

Printed Name: Alisa Cody

**LESSEE:**

**CHESAPEAKE EXPLORATION, L.L.C.,**  
an Oklahoma Limited Liability Company

By:  <sup>PRP</sup>  
Henry J. Hood—Land and Legal & General Counsel  
Chesapeake Exploration, L.L.C., successor by merger to  
Chesapeake Exploration, L.P.

ACKNOWLEDGEMENTS

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on the 6 day of February, 2009, by Alisa Cody, as Vice President of Business and Finance of Brite Divinity School on its behalf.



Terry Haney  
Notary Public

My Commission Expires: 11.12.2011  
My Commission Number: —

STATE OF OKLAHOMA       §  
                                     §  
COUNTY OF OKLAHOMA   §

Before me, a Notary Public, on this day personally appeared Henry Hood as Senior Vice President-Land and Legal & General Council of **Chesapeake Exploration, L.L.C.**, successor by merger to Chesapeake Exploration, L.P., a Limited Liability Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 16th day of February, 2009.

[SEAL]



Debbie F. Allen

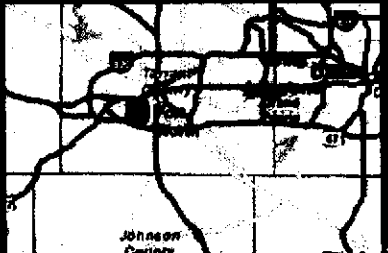
Notary Public, State of Oklahoma  
Notary's name (printed):  
Notary's commission expires:

**Exhibit “B”**

*[attach plat of the Horned Frog Unit and Steel Unit]*



# EXHIBIT B



**Horned Frog Unit**  
**522.78 Acres**

**Structural Steel Unit**  
**327.95 Acres**

## Legend

- Existing Pad
- Potential Pad
- ⊕ Chesapeake Units

## STRUCTURAL STEEL & HORNED FROG UNITS



|  |
|--|
| Date: January 22, 2009   |
| Projection: Texas State Plane NAD 27 North Central Zone (4202) |
| Absolute Scale: 1:13,500                                       |
| Relative Scale: 1 inch equals 1,125 feet                       |
| Analyst: Joe Fernandez   |